

Effected through:

## **Commercial Express Quotes Limited**

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers AG30323 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "Underwriters" and in consideration of the premium specified herein.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Assured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

- 1) The liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
- 2) This Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Policy has been signed as follows:

This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of

Managing Director of Commercial Express Quotes Ltd.

A circular stamp with the text "COMMERCIAL EXPRESS QUOTES" around the perimeter. Overlaid on the stamp is a handwritten signature in black ink.

Authorised signatory

# Definitions

In this certificate, words that are highlighted in bold have the following meanings:

**Aerials**

Satellite dishes, television or radio Aerials, aerial fittings, aerial masts and plinths.

**Contents**

Household goods, furnishings and appliances, interior decorations, and **Aerials** for which **You** are responsible.

**Home**

The insured property as stated in the schedule.

**Money**

Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.

**Unoccupied**

The **Home** is **Unoccupied** when it has not been lived in for 30 consecutive days or more.

**Valuables**

Any article made from precious metal, jewellery, fur, watches, photographic equipment, binoculars, telescopes, pictures, works of art, curios, stamp collections, coin collections medal collections or computer equipment.

**We**

Certain Underwriters at Lloyd's

**You**

The person or people named in the schedule.

# Contents Insurance

**We** will cover **You** for loss of or damage to the **Contents** in **Your Home** or its outbuildings or private garage caused by the following insured events.

**We** will not cover **You** for the certificate excess which is shown under in the Certificate Excesses section of this Certificate.

**We** will not cover loss of or damage to property used only or mainly for business or professional purposes.

## Insured Perils

- 1 Fire, explosion, lightning and earthquake
- 2 Smoke
- 3 Riot, civil commotion, strikes, labour or political disturbances  
Excluding
  - a Loss or damage while the **Home** is **Unoccupied**
- 4 Malicious acts or vandalism  
Excluding
  - a Loss or damage caused by a person lawfully allowed in any part of Your Home
  - b Loss or damage caused when the **Home** is **Unoccupied**
- 5 Storm or Flood  
Excluding
  - a Loss of or damage to **Contents** in the open
  - b Loss of or damage caused by frost
  - c Loss of or damage caused by a change in the water table
- 6 Water or oil escaping from any fixed domestic appliance or system  
Excluding
  - a Loss or damage while the **Home** is **Unoccupied**
  - b Loss or damage to the appliance or system the water or oil escaped from
- 7 Theft or attempted theft  
Excluding
  - a Theft or attempted theft caused by a person lawfully allowed in any part of **Your Home**
  - b Theft or attempted theft while the **Home** is **Unoccupied**
  - c Theft or attempted theft of **Money**, certificates, documents or **Valuables**;
  - d Theft or attempted theft if the **Home** is shared with or lived in by non-family members unless following violent and forcible entry to the **Home**
  - e Any amount over £500 from outbuildings and garages
- 8 The **Home** being hit by aircraft, other flying devices or anything dropped or falling from them; animals; falling trees, branches, telegraph poles, lampposts or pylons; falling **Aerials**; or vehicles  
Excluding
  - a Loss of or damage arising from the cutting down of trees
- 9 Subsidence or heave of the site the **Home** stands on or landslip  
Excluding
  - a Loss or damage caused by or resulting from coastal or river or watercourse erosion
  - b Loss or damage caused by faulty design, workmanship or material
  - c Loss or damage caused by demolition of or alterations or repairs to the **Home**
  - d Loss or damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Home** are damaged at the same time and by the same cause
  - e The **Home** or land it is on settling, shrinking, bedding down or expanding

However, the maximum recoverable any one item is limited to £1,500.

We will also cover:

1. **Valuables** limited to 25% of the **Contents** sum insured stated in the schedule with a limit of £1,500 any one item.

## Contents Insurance (continued)

### 2 Food in Freezers

**We** will pay up to £250 any event for loss of or damage to food in a freezer within Your **Home** caused by a rise and fall in temperature or contamination by the refrigerant or refrigerant fumes.

#### Exclusions

- A Loss or damage as a result of a deliberate act by **You** or the electricity company
- B Food held for business purposes
- C Loss or damage whilst Your **Home** remains **Unoccupied** for more than 30 consecutive days

### 3 Theft of Keys

**We** will pay if the keys to the locks of external doors of the **Home** or alarm systems or domestic safes fitted to the **Home** are stolen. **We** will pay up to a maximum of £250 any one occurrence towards the cost of replacing the locks or lock mechanism.

### 4 Alternative Accommodation/Loss of Rent

**We** will pay **You** up to 20% of the contents sum insured (limited to £2,000 in all) to reimburse **You** for up to 1 months rent for up to 1 months rent **You** are legally liable to pay and/or alternative accommodation whilst your **Home** is uninhabitable following loss or damage which is covered by this insurance

## Additional Extensions

### Accidental Damage

This extension only applies if shown in **Your** schedule.

**We** will pay for accidental loss or destruction to the **Contents**.

#### Exclusions

- a **We** will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration Wear tear or frost
- b **We** will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the insured
- c **We** will not pay for corrosion, rust, change in temperature, dampness, dryness, Wet or dry rot, shrinkage, evaporation, loss of Weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
- d **We** will not pay for acts of fraud or dishonesty
- e **We** will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- f **We** will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of Welds of boilers
- g **We** will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- h **We** will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the premises is **Unoccupied**
- i **We** will not pay for normal settlement or bedding down of new structures
- j **We** will not pay for damage to property as a result of its undergoing any process
- k **We** will not pay for damage to property in transit
- l **We** will not pay for damage to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- m **We** will not pay for property or structures in the course of construction or erection
- n **We** will not pay for any damage specifically excluded elsewhere under the Contents section
- o **We** will not pay for damage caused by tearing or fouling or chewing by animals

## Contents Insurance (continued)

### Settling claims for loss or damage

- 1 If the **Contents** suffer loss or damage **We** will replace the damaged **Contents** as new, as long as the sum insured is at least equal to the cost of replacing all the **Contents**, HoWever **We** may at our option;
  - a pay the cost of replacing the item as new, or
  - b pay the cost of repairing any item;
- 2 If the **Contents** suffer loss or damage and the sum insured is not equal to the cost of replacing all the **Contents** as new, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

**We** will not pay for replacing any undamaged part or item forming part of a set.

The most **We** will pay for any one claim is the sum insured for **Contents**, as shown on the schedule, less any excess.

**We** will not reduce the sum insured after a claim as long as the repair work is completed, and any recommendations **We** make to prevent further loss or damage, are carried out without delay.

## Legal Liability

1 **We** will pay any amount which **You** are legally liable to pay as compensation for accidental bodily injury to a person or loss of or damage to property, plus **Your** defence costs and expenses arising as occupier of **Your Home**

Excluding

- a Legal Liability arising from any contract or agreement unless **You** would have had the liability if the contract or agreement had not existed
- b Legal Liability arising from **Your** profession, business or employment
- c Legal Liability arising from **You** owning any land or building
- d Legal Liability arising from **You** owning, possessing or using any:
  - i aircraft;
  - ii watercraft or hovercraft;
  - iii animal;
  - iv caravan or trailer;
  - v crossbow or firearm;
  - vi motor vehicle other than gardening equipment;
- e Injury to **You**
- f Loss of or damage to property **You** own or have in **Your** possession
- g Any unlawful act
- h Bodily injury to any of **Your** employees or employers working on **Your** behalf or in connection with this insurance
- i More than £1,000,000 for any claim or claims arising from one event, or the amount as specified on **Your schedule**
- j Legal liability arising out of Pollution/Contamination

## Certificate Excesses

**You** must pay an amount towards each claim. The amount **You** pay is called the 'excess'.

The following excesses apply to each and every claim.

Subsidence, landslip and heave	£1,000 or the amount shown on <b>Your schedule</b>
<b>Contents</b>	£75
Whilst property is <b>Unoccupied</b>	£500
Third Party Property Damage	£250

# Claims Procedure and Conditions

If **You** need to make a claim, please follow the procedure below so **We** can deal with the matter efficiently.

**You** must do the following:

- 1 Contact the agent that arranged this insurance for **You** as soon as reasonably possible. If **Your** loss occurs out of normal office hours contact us on telephone number 0161 835 5553.
- 2 Give **us** full written details of **Your** claim as soon as reasonably possible, and always within 30 days.
- 3 **You** must notify **us** within 7 days for claims under the Riot or Malicious Damage insured perils.
- 4 Tell the police immediately if damage has been caused by theft, attempted theft, malicious acts or vandals.
- 5 Take all reasonable steps to reduce and prevent any further injury, loss or damage.
- 6 Give **us**, at **Your** expense, all information and evidence (including written estimates and proof of ownership and value) **We** ask for.
- 7 Send to **us** (unanswered) every letter, claim, writ, summons or other legal document **You** receive in relation to the claim.

**You** must not do the following:

- 1 Abandon any item to **us**.
- 2 Dispose of any damaged items before **We** have inspected them.
- 3 Negotiate, admit or settle any claim or offer without **our** permission in writing.

**We** may do the following:

- 1 Enter the **Home** where the bodily injury or damage has happened, keep the insured property and deal with the salvage in a reasonable way.
- 2 Negotiate defend or settle (in **Your** name and on **Your** behalf) any claim made against **You**.
- 3 Prosecute (in **Your** name for **our** own benefit), any other person in respect of any amount **We** have or must pay.
- 4 Appoint a loss adjuster to deal with the claim.
- 5 Arrange to repair the damage to the property.

# General Conditions

**You** must keep to the terms and conditions of this certificate. Failure to do so may invalidate **Your** claim.

## Changes in circumstances

1. **You** must immediately tell **us** about any change in **Your** circumstances. In particular **You** must tell **us** if there is a change to:
  - a the address of the property insured;
  - b the use of the property (including if the property becomes **Unoccupied** for any reason); or
  - c the property's structure
  - d total cost of replacing the **Contents**

As soon as **You** are aware that **Your Home** will be unattended for more than 14 days in a row **You** must immediately:

- a turn off the water at the mains and drain the system
- b turn off any oil supply at the tank

If the **Home** is Unoccupied for more than 90 consecutive days all cover ceases.

## 2. Reasonable care

- a **You** must take all reasonable steps to prevent bodily injury and damage.
- b **You** must maintain the **buildings**, its protections and **Contents** in a sound condition and good repair.

## 3. Personal representatives

If **You** die, **Your** personal representatives will have the benefit of this insurance for the rest of the current period of insurance as long as: they tell **us**, as soon as possible, about **Your death**; and they keep to all terms and conditions of this certificate.

## 4. Contracts (Right of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 5. Cancellation

**We** may cancel the certificate by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of our **letter**; or **You** may cancel the certificate by giving **us** written instructions.

If **You** or **We** cancel the certificate, and **You** have not made a claim during the current period of insurance, **We** will refund the premium, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £98.75

## 6. Fraudulent claims

**We** will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and recover any Money **We** have paid to **You** or **Your** representative.

## 7. Governing law

Under UK law **You** and **We** can choose the law that will apply to this contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by English law.

## 8. Other insurance

If **You** have any other insurance certificates which cover the same loss, damage or liability as this certificate, **We** will pay only **our** share of any claim.

**9. Rights to recovery**

**We** may take, or ask **You** to take any action necessary to recover from a third party any costs **We** become liable for under this certificate. **We** may do this before or after **We** pay **Your** claim.

**10. Data Protection Act 1998**

You should understand that any information **You** have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

**11. Security Protection Warranty**

It is a condition precedent to liability that all physical protections are in use whenever the Home is left unattended.

## General Exclusions

This certificate does not cover the following.

- 1 Existing damage
  - a Any loss or damage occurring before the start of this certificate
  - b Any loss or damage deliberately caused by **You** or anyone working on **Your** behalf
- 2 Use of the **Home**
  - a Any loss or damage caused by cooking in rooms other than rooms that are fitted and designed as kitchens or in the case of bedsits areas that are specifically designed as a cooking area.
  - b Any loss or damage caused by any portable heaters.
  - c Costs for keeping to any requirements or regulations You knew of before the loss or damage occurred.
- 3 Loss of value and consequential loss
  - a Loss of value of the **Contents** or any other property insured.
  - b Consequential loss (that is any loss which happens as a result of, or has any side effect financial or otherwise, as a result of any loss to the **Contents You** have insured).
- 4 Any loss caused by Wear and tear or any gradually operating cause.
- 5 Loss of or damage caused by domestic pets or by insects or vermin.
- 6 Pairs and sets  
The cost of replacing or altering any undamaged part or item forming part of a set.
- 7 Property not covered
  - a Living creatures.
  - b Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them.
  - c Property more specifically insured by any other certificate
  - d Plants, trees and shrubs in the garden.
- 8 Radioactive contamination  
Loss of or damage or legal liability directly or indirectly caused by:
  - a ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning of nuclear fuel;
  - b the radioactive, poisonous explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- 9 Property being confiscated or detained by any government or public or local authority.
- 10 Sonic bangs  
Any loss of or damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.
- 11 Diminution in value  
Any reduction in value of the property insured following repair or replacement paid for under this insurance.
- 12 War Exclusion  
Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped poWer, or confiscation or nationalisation or requisition or destruction of a damage to property by or under the order of any government or public or local authority.

**13 Radioactive Contamination and Nuclear Assemblies Exclusion**

- 1 Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
- 2 Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- i ionising radiations or contamination by radioactive from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iii the causing, occasioning or threatening of harm of whatever means:
- iv putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

**14 Terrorism Exclusion**

Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this insurance an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of providing the contrary shall be upon the assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

# Complaints

Our aim is to provide a first class standard of service. However, if you have any cause for complaint, you should in the first instance, contact the intermediary who arranged this policy for you. If you are in any way dissatisfied with their response or require further information or assistance, then you should contact:

Commercial Express Quotes Limited  
Unit 4 Castlegate Court,  
Castlegate Way,  
Dudley  
DY1 4RD

If you are not satisfied with the way a complaint has been dealt with you may ask your insurer/Underwriter to review your case.

Policy Holder & Market Assistance  
Lloyd's Market Services  
One Lime Street  
London  
EC3M &HA

Telephone number : 0207 327 5693  
Fax number : 0207 327 5225  
Email : [complaints@Lloyds.com](mailto:complaints@Lloyds.com)

If you remain dissatisfied and wish to make a complaint, and you are an eligible complainant, you may refer the matter at any time to:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Tel No: 0845 080 1800

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## **Definition of an Eligible Complaint**

An eligible complaint is either a private individual, a business with a group annual turnover of less than £1million or a trustee of a trust with a net asset value of less than £1 million at the time of complaint.

## **Financial Services Compensation Scheme**

Certain Underwriters at Lloyd's are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Certain Underwriters at Lloyd's are unable to meet its obligations to you under this contract. If you are entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme

7th Floor, Lloyd's Chambers,  
Portsoken Street  
London E1 8BN

and on their website [www.fscs.org.uk](http://www.fscs.org.uk)